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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TIMOTHY FERGUSON

Plaintiff

HYUNDAI CAPITAL AMERICA dba HYUNDAI
MOTOR FINANCE, a foreign corporation

Defendant

)
)
) Case No. 2:20-cv-
)
)
)
) **JURY DEMANDED**
)
)
)

COMPLAINT

JURISDICTION

1. The jurisdiction of this Court attains pursuant to the FCRA, 15 U.S.C. Section 1681(p), and the doctrine of supplemental jurisdiction. Venue lies in the Southern Division of the Judicial District of Nevada as Plaintiffs' claims arose from acts of the Defendant perpetrated therein.

PRELIMINARY STATEMENT

2. The Plaintiff brings this action for damages based upon Defendant's violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 *et seq.* (hereinafter referred to as "FCRA").

3. Plaintiff is a natural person and is a resident and citizen of the State of Nevada and of the United States. Plaintiff is a "consumer" as defined by § 1681a(c) of the FCRA.

4. Defendant Hyundai Capital America dba Hyundai Motor Finance, is a furnisher of information as contemplated by FCRA § 1681s-2(a) & (b), who regularly and in the ordinary

1 course of business furnishes information to one or more consumer reporting agencies about
2 consumer transactions or experiences with any consumer.

3
4 **FACTUAL ALLEGATIONS**

5 5. Plaintiff's creditworthiness has been repeatedly compromised by the acts,
6 obduracy and general indifference of Defendant.

7 6. Plaintiff's credit report is excellent but for Defendant's inaccurate reporting.

8 7. Plaintiff has purchased and/or leased eight (8) vehicles from/through Defendant.

9 8. Plaintiff's payment/credit history with Defendant is absolutely impeccable.

10 9. Plaintiff was victimized by the fraudulent conduct of ABC Hyundai of Las Vegas
11 (ABC).

12 10. In late 2019 Plaintiff was fraudulently induced to buy a 2020 Elantra.

13 11. ABC serially advised Plaintiff there were no excess mileage fees associated with
14 his *lease/trade-in*.

15 12. ABC and Defendant share interdependent economic interests within a highly
16 profitable Joint Enterprise.

17 13. Defendant is subject to all claims and defenses which Plaintiff could assert against
18 ABC.

19 14. Plaintiff has provided formal complaints to both the Nevada Attorney General and
20 Nevada DMV.

21 15. Notwithstanding, Defendant fraudulently reports Plaintiff's account delinquent.

22 16. The purported delinquency corresponds to the very excess mileage fees ABC
23 explicitly agreed would not result.

24 17. On March 30, 2020 Plaintiff disputed Defendant's reporting in great detail
25 (Exhibit A).

26 18. Exhibit A interstitially documented the underlying fraud resulting in Defendant's
27 repeated inaccurate reporting.
28

1 19. The documentation Plaintiff provided included confirming texts from ABC's own
2 agent.

3 20. Defendant profited from Plaintiff's purchase while inaccurately reporting
4 Plaintiff's account as *delinquent*.

5 21. On April 22, 2020 Defendant inaccurately "*verified*" a purported delinquency in
6 lieu of deletion (Exhibit B).

7 22. Defendant didn't even bother to notate its account *as disputed* in explicit violation
8 of FCRA § 1681s-2(b)(1)(C), (D) and (E).

9 23. Defendant continues to fraudulently misreport Plaintiff's account undermining his
10 otherwise outstanding credit.

11 24. Defendant's failure to note Plaintiff's dispute is in explicit violation of FCRA
12 § 1681s-2(b)(1)(C), (D) and (E). Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1162-
13 64 (9th Cir. 2009).

14 25. Plaintiff has no way of knowing, short of discovery, precisely how Plaintiff's
15 dispute was conveyed to Defendant, *but is entitled to a presumption it did so*. Shulick v.
16 Experian, 2011 WL 4346335 (E.D.Pa.), Fishback v. HSBC Retail Services Inc., 944 F.Supp.2d
17 1098, 1113 (D. New Mexico 2013).

18 26. In its indifference, Defendant ignored basic credit reporting industry standards.
19 Cassara v. DAC Services, Inc., 276 F.3d 1210, 1225 (10th Cir. 2002).

20 27. In failing to correct Plaintiff's tradeline, Defendant continued to report *patently*
21 *inaccurate* information in violation of the FCRA. Drew v. Equifax Information Services, LLC,
22 690 F.3d 1100, 1108 (9th Cir. 2012).

23 28. In failing to appropriately revise Plaintiff's tradeline, Defendant provided
24 *misleading* information which likewise violated the FCRA, Drew v. Equifax Information
25 Services, LLC, 690 F.3d 1100, 1108 (9th Cir. 2012).

26 29. Defendant was precluded from making any report either patently wrong or
27 "missing crucial data" or otherwise misleading. Kuns v. Ocwen Loan Servicing, LLC, 611
28 Fed.Appx. 398 (U.S. Ct. of Appeals, Ninth Circuit 2015).

30. Defendant violated FCRA § 1681s-2(b)(1)(E)(i) in its failure to provide additional information explicating the status of Plaintiff's account. Bush v. Roundpoint Mortg. Servicing Corp., 122 F.Supp.3d 1347, 1351 (2015).

31. Plaintiff has suffered meaningful emotional distress including, but not limited to, excessive worry, frustration, sleeplessness, anger, humiliation, embarrassment, chagrin and other mental anguish as a direct result of Defendant's conduct. McCollough v. Johnson, Rodenburg & Lauinger, LLC, 637 F.3d 939, 957 (9th Cir. 2011).

STATEMENT OF CLAIM AS AGAINST DEFENDANT


32. In the entire course of its action, Defendant willfully and/or negligently violated the provisions of the FCRA in the following respects:

- a. By willfully and/or negligently failing to comport with FCRA § 1681s-2(b).

PRAYER FOR RELIEF

THEREFORE, Plaintiff prays that the court grant the following relief as against Defendant:

- a) actual damages;
- b) punitive damages;
- c) attorney's fees; and
- d) costs.



MITCHELL D. GLINER, ESQ.
Nevada Bar #003419
3017 W. Charleston Blvd. #95
Las Vegas, Nevada 89102
Attorney for Plaintiff

March 30, 2020

CERTIFIED MAIL

Equifax Information Services LLC
P.O. Box 740241
Atlanta, GA 30374

Re: **Ferguson, Timothy / Dispute**

Dear Sir,

This letter is a Dispute. I have attached an excerpt from my recent credit profile (Exhibit 1). My attorney helped me prepare this letter to ensure you have all of the information you need to appropriately address my concerns.

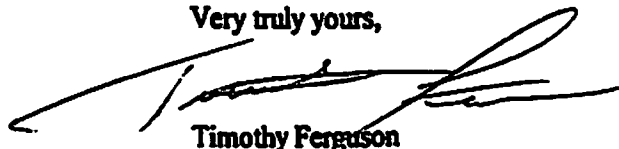
I provide my personal information: Timothy E. Ferguson; Spouse: Julia; current address: ;
; North Las Vegas, NV ; Previous address: ; Las Vegas, NV ; SSN
-8719; date of birth: 1962.

Please delete the noted 12/18/15 Hyundai Finance (HF) account (Exhibit 1). It's erroneously reporting a delinquency in excess of \$2,000. The purported delinquency relates to Fraud perpetrated by the Dealership, ABC Hyundai (ABC). ABC and HF share interdependent economic interests and a highly profitable Joint-Enterprise. We were repeatedly advised there would be no excess mileage fees and/or other fees associated with the return of our 2015 Sonata. We have timely made all payments on both vehicles. These deceitful inducements prompted us to buy our 2020 Elantra-otherwise, we would have simply considered buying out the prior Sonata lease. Instead, we received from HF the attached \$2,231 invoice (Exhibit 2).

I've attached copies of texts made by ABC's own salesperson confirming his/their repeated representations there were no excess mileage fees and/or other fees (Exhibits 3 & 4). I've also attached our comprehensive 1/5/20 Complaint sent to both the NV Attorney General and DMV (Exhibit 5). Last, I've attached HF's utterly impassive 1/21/20 dun threatening further collections (Exhibit 6). Again, please delete this fraudulent reporting.

My credit is otherwise superb. Thank you in advance for your anticipated courtesy.

Very truly yours,



Timothy Ferguson

Enclosures

EXHIBIT A



CREDIT REPORT

TIMOTHY FERGUSON

Report Confirmation

0587910223

EXHIBIT 1

4.4 HYUNDAI MOTOR FINANCE

Summary

Your debt-to-credit ratio represents the amount of credit you're using and generally makes up a percentage of your credit score. It's calculated by dividing an account's reported balance by its credit limit.

Account Number	xxxxxx 0960	Reported Balance	\$2,231
Account Status	NOT_MORE_THAN_TWO_PAYMENTS_PAST_DUE	Debt-to-Credit Ratio	19%
Available Credit			

Account History

The tables below show up to 2 years of the monthly balance, available credit, scheduled payment, date of last payment, high credit, credit limit, amount past due, activity designator, and comments.

Balance

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018			\$4,936		\$4,445	\$4,199	\$3,953	\$3,707	\$3,461	\$3,216	\$2,970	\$2,724
2019	\$2,478		\$1,986	\$1,741		\$1,249			\$511	\$266	\$2,231	\$2,231
2020												

Available Credit

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018												
2019												
2020												

Scheduled Payment

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018			\$266		\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266
2019	\$266		\$266	\$266		\$266			\$266	\$266		
2020												

Actual Payment

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

2018		\$266		\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266
2019	\$266	\$266	\$266		\$266		\$266	\$266	\$266		
2020											

High Credit

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018			\$11,799		\$11,799	\$11,799	\$11,799	\$11,799	\$11,799	\$11,799	\$11,799	\$11,799
2019	\$11,799		\$11,799	\$11,799		\$11,799			\$11,799	\$11,799	\$11,799	\$11,799
2020												

Credit Limit

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018												
2019												
2020												

Amount Past Due

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018												
2019					\$170							
2020												

Activity Designator

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018												
2019												
2020												

Comments 1

Date	Comment
05/2019	Lease - early termination
06/2019	Lease - early termination

Payment History

View up to 7 years of monthly payment history on this account. The numbers indicated in each month represent the number of days a payment was past due; the letters indicate other account events, such as bankruptcy or collections.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2018	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2017	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2016	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2015	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓ Paid on Time	30 30 Days Past Due			60 60 Days Past Due			90 90 Days Past Due			120 120 Days Past Due		
150 150 Days Past Due	180 180 Days Past Due			V Voluntary Surrender			F Foreclosure			C Collection Account		
CO Charge-Off	B Included in Bankruptcy			R Repossession			TN Too New to Rate			No Data Available		

Account Details

View detailed information about this account. Contact the creditor or lender if you have any questions about it.

High Credit	\$11,799	Owner	JOINT_CONTRACTUAL_LIABILITY
Credit Limit		Account Type	INSTALLMENT
Terms Frequency	MONTHLY	Term Duration	4
Balance	\$2,231	Date Opened	Dec 18, 2015
Amount Past Due	\$170	Date Reported	Jan 31, 2020
Actual Payment Amount		Date of Last Payment	Dec 01, 2019
Date of Last Activity		Scheduled Payment Amount	
Months Reviewed	48	Delinquency First Reported	
Activity Designator		Creditor Classification	UNKNOWN
Deferred Payment Start Date		Charge Off Amount	
Balloon Payment Date		Balloon Payment Amount	
Loan Type	Auto Lease	Date Closed	
Date of First Delinquency	Jan 01, 2020		



HYUNDAI MOTOR FINANCE
PO BOX 639027
EL DORADO HILLS, CA 95762-9027

November 23, 2019

MB 01 001042 61114 E 6 A
JULIA E FERGUSON

N LAS VEGAS, NV



Re: Hyundai Motor Finance Lease Agreement, dated
12/18/2015
Account Number: 1513280060
Leased Vehicle: 2015 Hyundai Sonata 4dr 8dn 6a
Vin: 5NPE24AF4FH196863
Maturity Date: 12/18/2019

Dear Julia E Ferguson:

Thank you for returning your leased vehicle to Hyundai Motor Finance as a part of our Loyalty Program. In accordance with the terms of your lease contract, you are responsible for the outstanding fees listed below. If applicable, other fees incurred prior to turning in the vehicle including parking violations, personal property taxes, official state fees and taxes, etc., will be billed at a later date.

Due and unpaid lease payments (including any sales/use tax)	\$0.00
Other Amounts Due (other than excess wear and excess mileage)	\$0.00
Excess Mileage Charge	\$2,061.40
Excess Wear and Use (includes \$350.00 loyalty reward)*	\$0.00
Disposition Fee	\$0.00
Accrued Late Fees	\$0.00
Accrued Property Taxes	\$0.00
Parking Violations	\$0.00
Official Fees and Taxes (Sales/Use Tax)	\$170.06
Repossession and Storage Expenses	\$0.00
Less: Advanced Lease Payment	\$0.00
Less: Security Deposit	\$0.00
Total:	\$2,231.46

*A Loyalty Reward covers your Disposition Fee of \$400, and any Excess Wear and Use charges up to \$500, when you lease or finance a new Hyundai through Hyundai Finance within 60 days of returning your lease. Please call the number below with your new account information.

Please send your payment of \$2,231.46 to us within 15 days from the date of the notice. Please call us at 888-771-3663 should you have any additional questions. Thank you again for allowing Hyundai Motor Finance to service your lease.

Sincerely,
Hyundai Motor Finance

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
Lease End of Term Reminder Letter - HMF FTLOY 03.2018



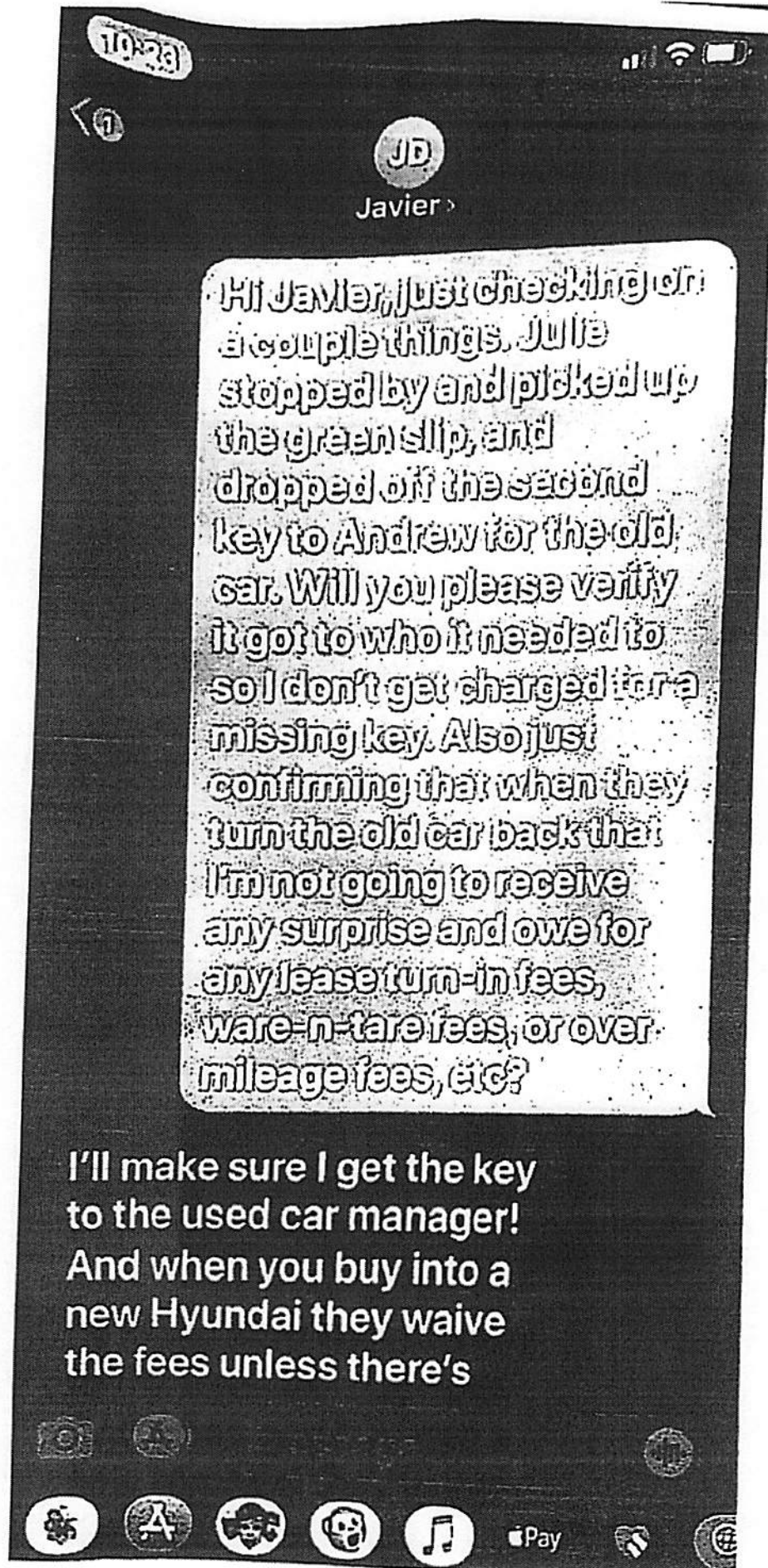
Account Number: 1513280060
Payment Due Date: 12/08/2019
Total Amount Due: \$2,231.46

Amount Paid: \$

JULIA E FERGUSON
3805 MELADOR FALLS AVE
N LAS VEGAS, NV 89061-5258

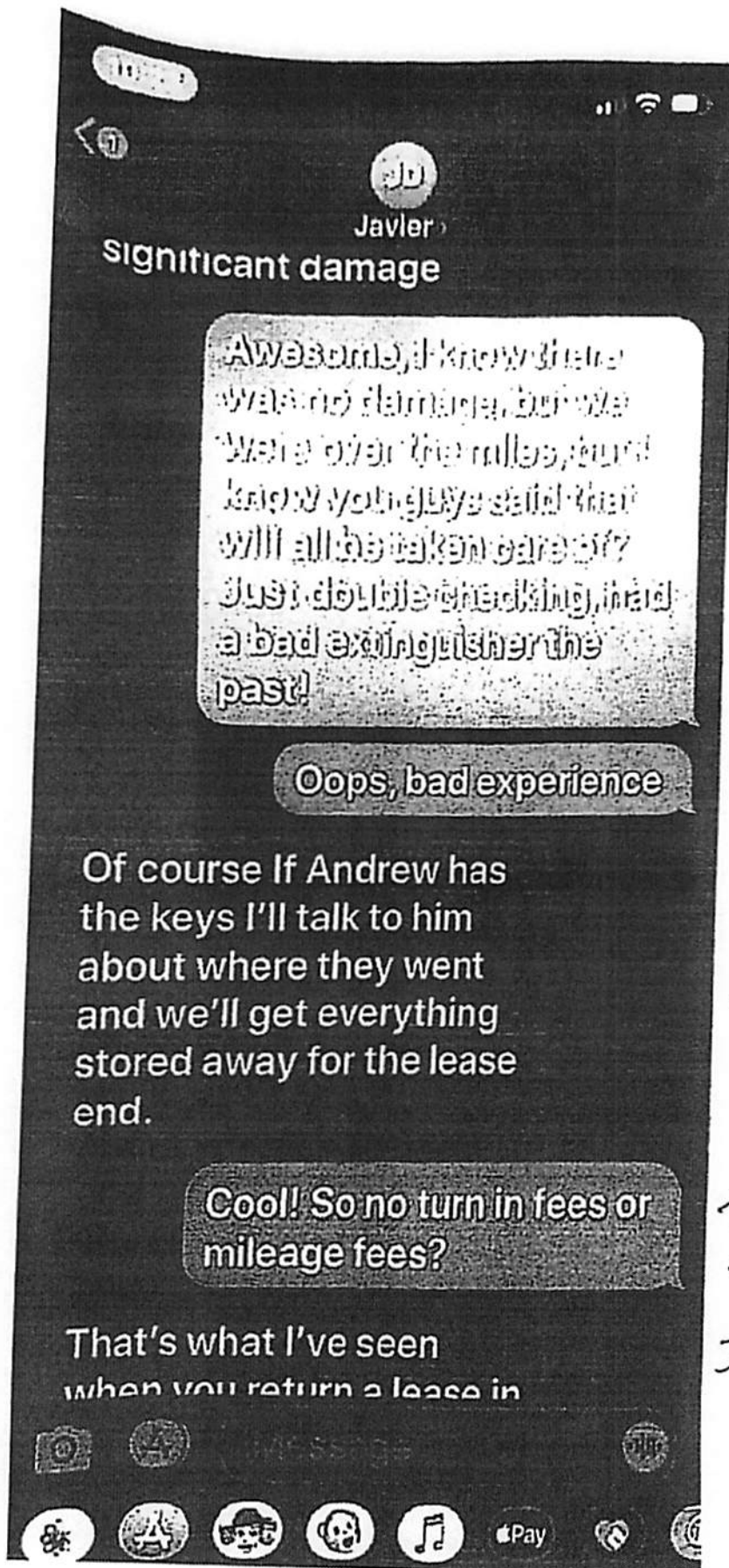
HYUNDAI MOTOR FINANCE
P.O. Box 660901
DALLAS, TX 75266-0891

EXHIBIT 2



12/3/19
Timothy
Ferguson
texted
Javier,
Hyundai
Salesman,
and this
is the
text
string.

EXHIBIT 3



significant damage

Awe some, I know there was no damage, but we were over the miles, and know you guys said that will all be taken care of? Just double checking, had a bad extinguisher the past!

Oops, bad experience

Of course If Andrew has the keys I'll talk to him about where they went and we'll get everything stored away for the lease end.

Cool! So no turn in fees or mileage fees?

That's what I've seen when you return a lease in

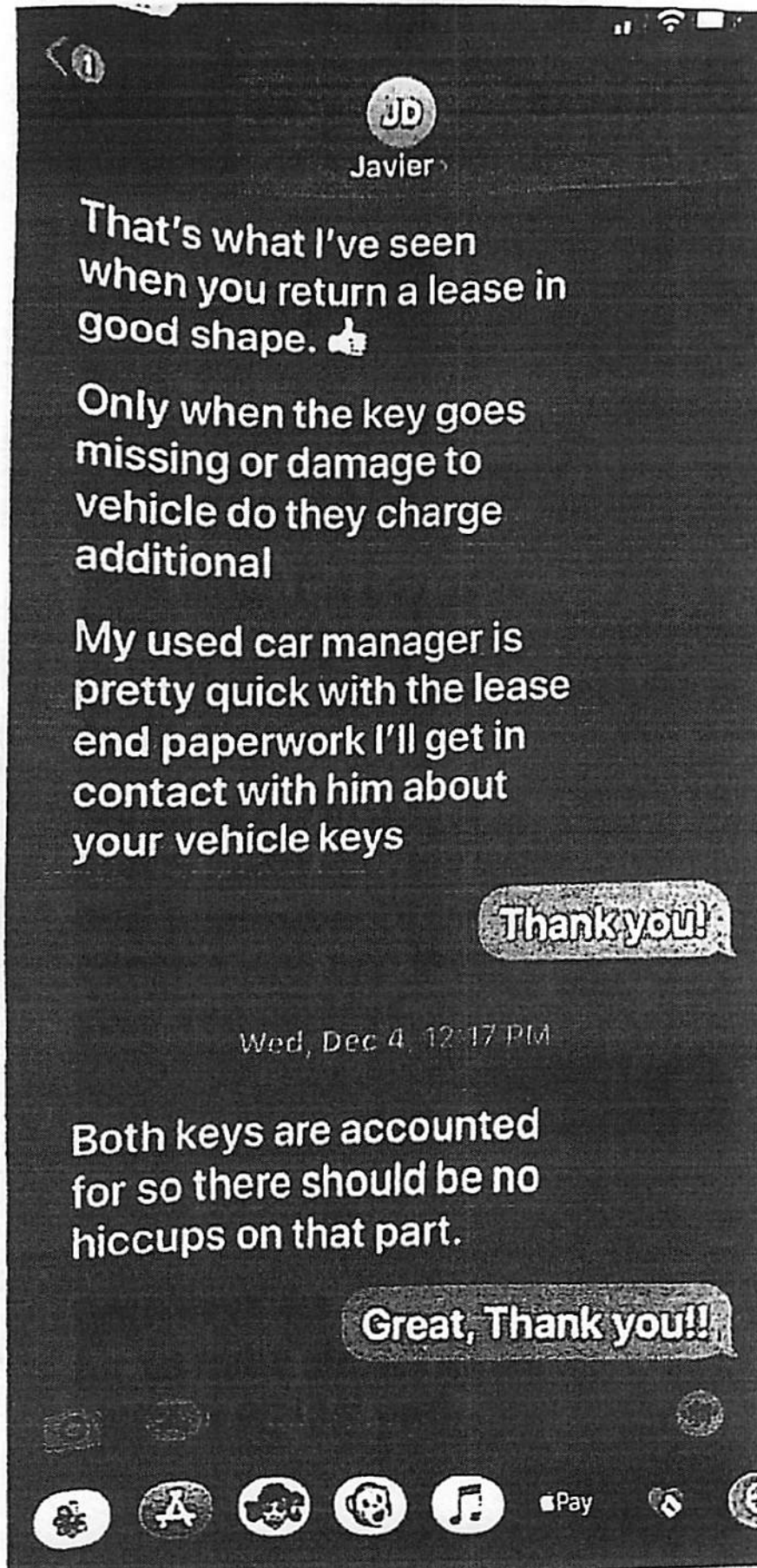
Tim Ferguson
←

Tim Ferguson

Javier
←

Tim Ferguson
←

Javier - Next pg



12/4/19

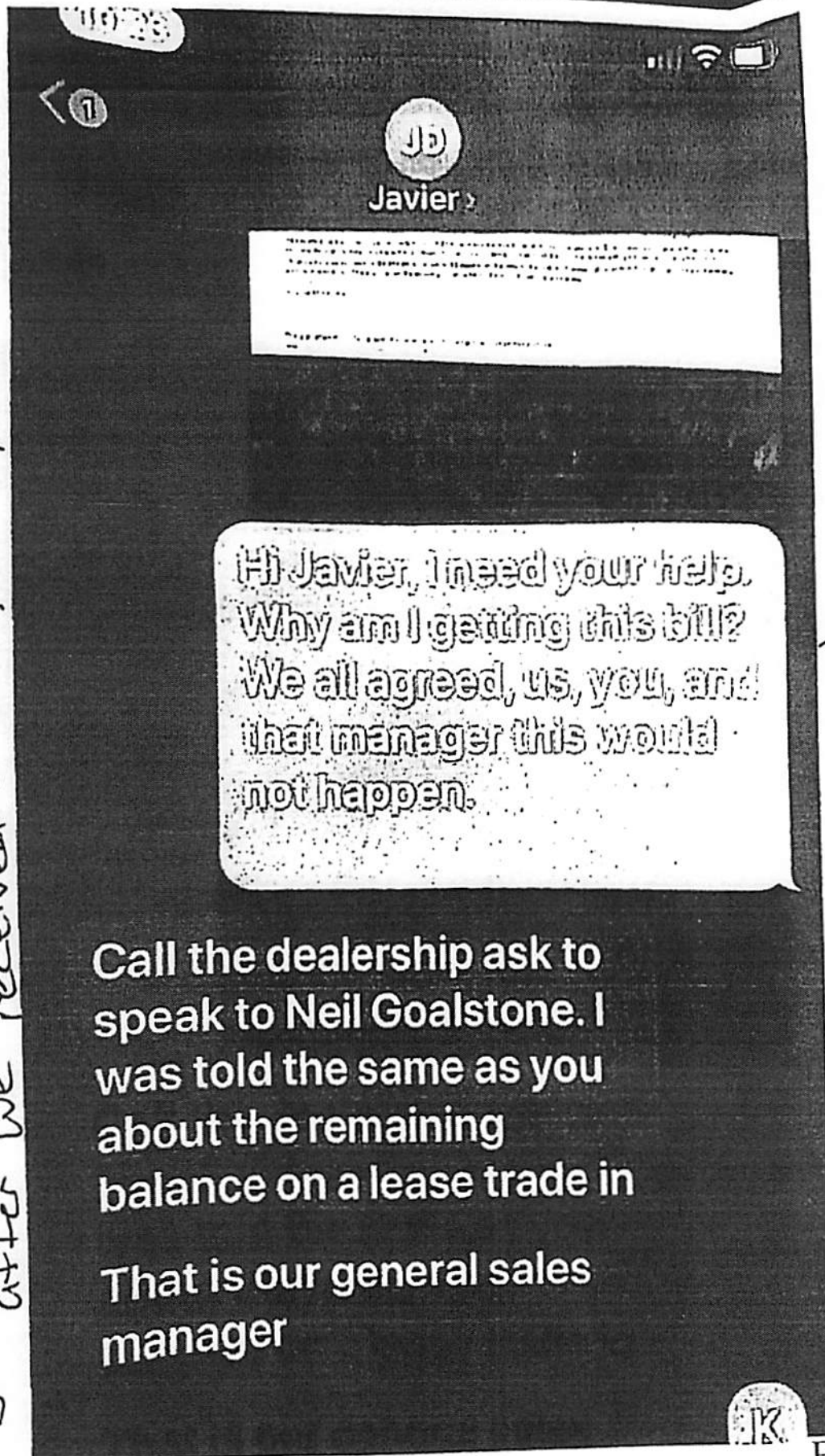
Javier
←

← Tim Ferguson

Javier
←

← Tim Ferguson

Text conversation between Timothy Ferguson & Javier, Hyundai Sales person, on 12/18/19. After we received a bill from Hyundai Finance.



Tim
Ferguson

Javier

EXHIBIT 4

January 5, 2020

To Whom It May Concern:

I would like to file a complaint against ABC Hyundai of Las Vegas, NV. On 11/16/19 my wife Julie Ferguson & I (Tim Ferguson) had made an appointment with Andrew at ABC Hyundai to buy-out our end of lease on our 2015 Hyundai Sonata SE. Our lease was maturing on 12/18/19, and we had gone over our mileage limit, and thought buying out our lease was the best option for us financially.

We met with two salesmen, Javier De La Pena and his floor manager, Jessie. We discussed our intention of buying out our lease because of the over mileage and they were reluctant to recommend this as an option because they couldn't get close to our current lease payment. We were prepared to leave the dealership to talk with our Credit Union as an option, when their focus and conversation changed to having us look at doing a trade-in and doing a new purchase.

Jessie said because of the new 2020 car incentives that buying a new Elantra would be a better option for us to keep the payment at where we wanted it to be. Both my wife and I asked about the lease end turn in fees and the over mileage fees. We specifically asked would the over mileage fees have to be rolled into the new loan. Both Jessie and Javier replied that with the trade-in there would be no fees or charges for the end of lease or over mileage. We asked a Second & Third time, specifically that if we do this deal that there would be no extra fees or any surprises as far as over mileage or turn in fees. Both agreed that because of the new purchase those fees would all be waived. With this information, we proceeded to buy a 2020 Hyundai Elantra.

Just to confirm, I did text Javier (salesman) to confirm that we were all in agreement and there would be no turn-in fees or over mileage fees. He replied that when you buy into a new Hyundai those fees are waived unless there is significant damage. There was no damage and the vehicle was very clean.

I then received in the mail a final bill from Hyundai Finance for \$2,231.46, so I notified Javier again, asking why I was receiving this billing notice. He replied back that I should contact the Sales Manager named Neil Goldstone, and that he was told and understood that there would be no remaining balance on a lease trade in.

Julie and I went to the dealership on 12/28/19 to discuss this error, but Neil said he did not have time to meet with us because he said Saturday is a busy day, and that he did not have my file. We re-scheduled a meeting for 1/1/20, and Julie and I met with Neil and explained the situation, but we were met with a lot of resistance and were told we must have just misunderstood the two sales people that we worked with. Neil said the deal was treated as a lease turn-back and not a lease trade in, and we misunderstood his sales people. I said we did understand, because we were very upfront about the over mileage and that is why we intended to buy out the lease. We

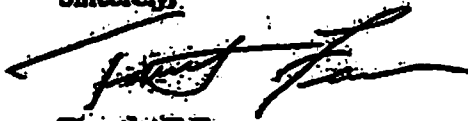
EXHIBIT 5

explained to Neil that we were not aware of whether the dealership was turning the lease in or taking it a trade because it didn't matter to us as long as we could agree on a deal without being penalized for the over mileage. I also explained to Neil that I have confirmation both verbally and in writing from his salesman, Javier, confirming there are no fees. Neil just told us that Javier is pretty new and may not have understood. Neil Galasone said there was nothing he could do about the bill. I let Neil know that Julie and I are unhappy and would be writing a complaint letter. Neil advised against this and told us not to spend our time and money because most people are not successful fighting Big Auto Dealerships.

Julie and I let Neil know that our decision to purchase the new 2020 vehicle was all based on the information that we were given, and that by doing the purchase and no turn-in fees or mileage fees that it made sense to do the trade-in and purchase.

I do have a copy of the chain text messages upon request. Please advise.

Sincerely,



Timothy E. Ferguson



January 21, 2020

JULIA FERGUSON

N LAS VEGAS, NV

Re: Account No : 1513280860
Vehicle : 2015 HYUNDAI SONATA 4DR SED SE
Balance : \$2,231.46

Dear JULIA FERGUSON,

Previous notification was sent to you regarding the remaining end of term balance on your lease account, terminated on 11/21/2019. As of the date of this letter, our records indicate the account has not been satisfied and has a remaining balance of \$2,231.46. Payment for this balance must be made within ten (10) days from the date of this letter.

If you fail to pay the remaining balance as requested above, Hyundai Motor Finance reserves the right to take any and all steps necessary under the terms of the contract and as provided by law to pursue collection of this debt. This may include utilizing a 3rd party collection agency in an attempt to satisfy the balance. In addition, any remaining balance will be charged off after 03/20/2020 and reported to the credit reporting agencies as a charged off balance.

If any portion or the full amount due has already been sent to our office, please contact us immediately. Additionally, if you have any questions regarding this obligation, please contact us at (866) 771-3663, ext. 7777, between hours of operations, 8:00 AM CST – 6:00 PM CST.

Thank you,

Lease Administration Services
Hyundai Motor Finance

This is an attempt to collect a debt. Any information obtained would be used for that purpose.

BANKRUPTCY NOTICE: If you are a debtor in a pending bankruptcy case, this is not intended as an attempt to collect a debt, and we will not enforce our right to the vehicle, unless you have reaffirmed the underlying debt or the automatic stay is otherwise terminated by the court, or relief from stay is granted, or by operations of law. If the underlying debt has been discharged in bankruptcy, we may enforce our right to the Vehicle although you are not personally liable for that debt.

Hyundai Motor Finance | P.O. Box 690691, DALLAS, TX 75269-0691 | Pkx 866.771.3663, ext.7777 | Fax 972.590.3995
\$125.110/182017

EXHIBIT 6

How should I read my dispute results?

To better assist you with understanding the results of your dispute, please review the information below.

- If an item states "Deleted", we have removed it from your credit report and taken steps so it does not reappear.
- If an item states "Verified as Reported", the reporting company has certified it is reporting accurately.
- If an item states "Updated", we have updated one or more fields on the item based on information received from the reporting company.

Updated disputed account information only. The information you disputed has been updated.

Updated disputed account information. Additional account information was also updated. The information you disputed has been updated as well as other information on this item.

Disputed information accurate. Updated account information unrelated to the dispute. The information you disputed has been verified as accurate, however, information unrelated to your dispute has been updated.

Consumer's dispute not specific. Consumer information verified. Account information updated. Information on your report has been updated.

The Results Of Our Reinvestigation**Credit Account Information**

(For your security, the last 4 digits of account number(s) have been replaced by 7 (This section includes open and closed accounts reported by credit grantors))

Account History Status Code Descriptions	1 : 30-59 Days Past Due 2 : 60-89 Days Past Due 3 : 90-119 Days Past Due 4 : 120-149 Days Past Due	5 : 150-179 Days Past Due 6 : 180 or More Days Past Due G : Collection Account H : Foreclosure	J : Voluntary Surrender K : Repossession L : Charge Off

>>> The information you disputed has been updated as well as other information on this item. Account # - 151328* The results are: This account has been updated. Additional information has been provided from the original source regarding this item. Historical account information was updated on this account. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *STATUS "PAST DUE" *DATE OF 1ST DELINQUENCY *ADDITIONAL INFORMATION *ACCOUNT HISTORY *HISTORICAL ACCOUNT INFORMATION. If you have additional questions about this item please contact: Hyundai Motor Finance, 10550 Talbert Ave, Fountain Valley, CA 92708-6031 Phone: (714) 965-4838

Hyundai Motor Finance 10550 Talbert Ave Fountain Valley CA 92708-6031 : (714) 965-4838

Account Number	Date Opened	Orig Cost	Coll Limit	Term Division	Term Frequency	Months Held	Acctg Designation	Cashier Classification					
151328*	12/18/2015	\$11,799	\$0	48M	Monthly	49							
Item At St	Balance	Amount	Date of 1st Payment	Acctd	3rd Party	Date of 1st Delinquency	Date of Last Activity	Date of Charge Off	Covered by	Balance Pay	Balance	Close	
Date Reported	Amount	Pay Date	1st Payment	Payment Amount	Payment Amount	Delinquency	Last Activity	Co. 1st Paid	Amount	Start Date	Amount	Pay Date	Close
04/22/2020	\$1,433	5/1/2020	\$0	\$0	\$0	04/2020			\$0		\$0		
Status	Type of Account	Type of Asset	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account	Joint Account

30-59 Days Past Due Installation

ADDITIONAL INFORMATION:

Auto

Lease - Early Termination

(Continued On Next Page)